where the trailer was located and towed it evernight to WCCJ's site. Since this trailer was used previously as a remote broadcast unit, it was already equipped as a studio. The addition of a rack of monitoring equipment and the transmitter was all that was necessary to make it ready for broadcasting.

Ans. 5. WCCJ now possesses all equipment necessary to begin broadcasting.

Ans. 5(a). The equipment list includes: one each RCA EC-19 Stereo Audio Console, Two each QRK Turntables with Shure tone arms and cartridges and pre-amps mounted in a Gates turntable base, two each Broadcast Electronics Spotmaster 500 series cartridge units, two each Sony 850 reel-to-reel recorder/reproducers, one each Electro-voice RE-20 microphone, two each Roberts Monitor speakers, two each Microdyne 110-TUR(X24) satellite receivers, one each Aventek LNA, one each 12 foot satellite dish, one each Wegener audio subcarrier demodulator for "Transtar" adult contemorary format, one each Belar FMM-1 Modulation Monitor, one each Belar FSM-1 Stereo Monitor, one each Orban Optimod 8000A stereo generator, one each Gates FM-1C transmitter, 270 Feet Rohn 556 tower with accessories, 300feet 7/8 Andrew Helliax, the each Jampro Antenna, and other miscellaneous equipment i.e. air conditioner, aux. generator, etc.

Most of this equipment was aquired over several years not specifically for WCCJ. I buy, sell and trade equipment on a regular basis. Copies of receipts for specific equipment are

available if requested.

Ans. 5(b). not applicable.

Ans. 6. The original tower, a Utility Tower, was supposed to be delivered to the site on March 8, 1988. However as was indicated in the ammended application on May 26, 1988, the tower delivered was a 160 foot communications tower so delivery was refused. As with the trailer problem the March 15th application was in preparation during this period and the dates given were based on the projected dates believed to be accurate.

Ans. 6(a). The tower actually arrived on the 14th of March. I was not informed of the problem until March 21st, when I returned to Miami from Melbourne, Florida.

Ans. 6(a)(1), see answer 6(a)(2).

Ans. 6(a)(2). I was in Melbourne, Florida during the week of March 14-20, 1988. The application was mailed during that time. I received a phone call Monday, March 21, that the shipment had been refused.

Ans. 6(b). On the 19th of May, I found a tower available from Antenna and Tower Service of Sturgeon, Missouri. The tower was a Rohn 45 and the sale contract was an exhibit in the May 29th filing. Since then WCCJ has aquired a Rohn 55G tower which is more suited to the stations needs and it is currently on a

trailer in Miami and can be delivered to the site in two days by me.

Ans. 6(c) A copy of a "State of Construction as of July 1, 1988", that was addressed to Peter Rubenstein is included as exhibit IV which spells out the current status of the tower installation.

Ans. 7(a). Exhibit V is the agreement finally reached with the land owners giving the utility easement rights to permit the local power company to proceed. The local power company would not write a service order until this agreement had been aquired and presented to them. As you can see, the date is July 19, 1988 and July 27, 1988.

Ans. 7(b) see exhibit U.

These answers are true and accurate to the best of my knowledge and the information provided by others I believe to be reliable.

Respectually yours,

Raymond Meyers, Pres. Benchmark Comm. Corp.

EXHIBIT II WCCU-FM BENCHMARK COM, CORP. CHATOM, ALABAMA AUG. 3, 1988

TURNER, ONDERDONK & KIMBROUGH, P. A.

LAWYERS

OO CENTRAL AVENUE

CHATOM, ALABAMA

January 29, 1988

MAILING ADDRESS P. D. DRAWER 1889 CHATOM AL. 365-8 TELEPHONE 205-847-2237

A MICHAEL ONDERDONK
A KIMBROUGH JR.
SORDON M HOWELL
HALRON W TURNER
FRANK WOODSON
DAVID MICHAEL HUJGINE®
RRAKTON COUNTS III

**CONITTED IN ALABAMA MISSISSIPP

Mr. Raymond Meyers Benchmark Communications Corp. 4700 Southwest 75th Ave. Miami, Fla. 33155

Re: WCCJ, Inc.

Dear Ray:

This letter will confirm our telephone discussions of January 25, 1988, wherein I indicated that it appears that we have reached an agreement in principle with the Trustee for the Martha Annie Jordan Income Trust to lease five (5) acres of high ground in the area of interest for a yearly rental of Two Thousand (\$2,000.00) Dollars per year and, in an effort to offset any expenses in start-up, the lease rental payments will be made in advance providing the Trust with Two Thousand (\$2,000.00) Dollars in rental payment upon the execution of a Lease Agreement. I am endeavoring to complete the Lease Agreement for transmittal to the Trust in the very near future and we are preparing for an on sight inspection by the Trust officers with Mr. Schell sometime next week.

Enclosed please find a copy of the survey prepared by Robert Schell of the Chatom Radio Tower site and the right-of-way across the Trust property providing access for your employees. As this survey may be necessary for your efforts to design the layout of the facilities, I felt I should transfer this to you immediately upon receipt and although the survey is dated December 17, 1987, I have received it just recently.

Should you have any questions, please feel free to contact me at your convenience and be assured that you will hear from me shortly after the on sight inspection and a copy of the proposed Lease Agreement will be forwarded to you prior to transmittal to the Trust.

Yours very truly,

David Michael Huggins

For the Firm

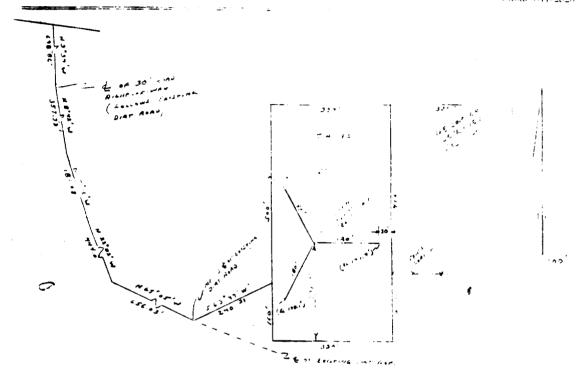
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Enclosure.

EXHIBIT I WCCJ-FM BENCHMARK COM. CORP. CHATOM, ALABAMA AUG. 8, 1988

P. O. Box 156 CHATOM, ALABAMA 36518

A. J. Bog. No. 5518 Phone 817-2803



CHATOM RADIO TOWER

The Wig of NE's of SE's of NE's of Section 8, Tow ship 6 Norts, Rance . acts Washington County, Alabama.

Also a right-of-way and easement 30 feet in width being 15 feet on each side of a centerline described as follows: Berlinning 160 feet North of the SW corner of the Wa of NEW of SEW of NEW of Section 13, Township 6 North, Range 2 West; thence run South 63°49' West for 240.31 feet; thence North 65°05' West for 656.03 feet; thence North 22°02' West for 444.00 feet; thence North 17°16' West for 181.08 feet; thence North 08°42' West for 357.33 feet; thence North 03°39' West for 698.86 feet to a county road and the point of ending. Said right-of-way being in the NE's of Section 18, T wriship 6 North, Range 2 West, Washington County, Alabama.

December 17, 1987

PLEASE PEMIT WITHIN 7 DAYS TO

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STATE OF CONTRUCTION OF WCCJ

Chatom, Alabama

As of July 1, 1988, WCCJ had reached the following level of construction:

- 1) Site Preparation. All site work that is planned is complete. The area around the transmitter site is mostly a natural clearing with a few trees. There is no plan to remove any of these trees as they do not affect the installation of any of the station. There are a few trees close to the tower foundation but they will not present any problems being there so they will stay.
- 2) Studio & Transmitter. An office type trailer is on the transmitter site. This trailer houses all of the studio and transmitter equipment necessary to operate the station. It only requires connection to electric power and to the antenna feed line to function. All of the equipment is installed in the trailer with the exception of the transmitter proper. The transmitter (a Gates FM-IC) remains at the Miami, Florida home office because of serious problems preventing normal operation. The transmitter uses 4-400 final tubes which for several years have varied widely in quality. Finding a pair of these tubes that will operate satisfactorly in VHF (FM) service for any length of time is now very difficult. A price and delivery of a BEXT one kilowatt transmitter has been obtained and will most likely be the type finally used at WCCJ.
- 3) Tower & Antenna. The antenna and feed line is at the site. Since the original tower was never delivered, WCCJ

EXHIBIT IV WCCJ-FM BENCHMARK COM. CORP. CHATOM, ALABAMA AUG. 8, 1988

contacted Antenna and Tower Service of Sturgeon, Missouri, who offered to supply both tower and erection service. However since the date of that offer, WCCJ has aquired a complete tower which is now stored in Miami. Shipment to the site can be made in twenty four hours and erection should take no more than three to four days weather permitting.

Since the original tower we were Supposed to get was a Utility Tower which required a 24" x 24" x 60" pier foundation and used "Earth Auger" screw in anchors at the designated tie down points and the Rohn 45 tower offered by Antenna and Tower service are both much lighter weight towers that the Rohn 55G we now have, some changes are going to be necessary in the foundation and anchors. The base foundation now must have a base pad about 60" square and a foot thick with a pier 24" x 24" x 48" above it. This being the case, the original foundation has been pulled out of the ground and the hole for the larger foundation was dug. We are also looking at replacing the "Earth Auger" type anchors with concrete "dead men" because of the increased wind loading. All of the changes would require about five to seven days to complete.

4) Power & Utilities. Except for the electric power to the site, telephone and water are readily available. When first contacted, in December, 1987, the electric company representative directed me to the engineering office located in Jackson,

Alabama. The engineers I spoke with then sometime in January,

1988, visited the area of the site and reported that electric service could not be requested until a utility easement of 30 feet width and the length of the run had been arranged across the

EXHIBIT IV WCCJ-FM BENCHMARK COM. CORP. CHATOM, ALABAMA AUG. 8, 1988

private land to the site. Subsequently negotiations with our landlord, The Jordan Trust, represented by First Alabama Bank in Mobile and then the Beach Family have finally (June, 1988) yielded an agreement that will permit WCCJ to run a power line to the nearest branch circuit maintained by the local power company. Although the power company will put in the actual pole line, WCCJ will own it because it traverses private property. Officially that is when we may request a power service connection. WCCJ must also buy seven hundred dollars worth of pulp wood trees which must be removed to accomadate the line easement as well as the cost of the line itself which is estimated at five thousand dollars. The time frame is several weeks, weather permitting, from start to finish.

Upon completion of these items the station will be ready to broadcast. The completion of these items altogether are expected to take 30 to 45 days from the time WCCJ's construction permit is reinstated.

John Raymond Meyers
July 15, 1988

EXHIBIT V WCCJ-FM BENCHMARK COM. CORP. CHATOM, ALABAMA AUG. 8, 1988

TURNER, ONDERDONK & KIMBROUGH, P. A.

LAWYERS

OO CENTRAL AVENUE

EDWARD P TURNER, JR.
A. MICHAEL GNDEROONK
W. A. MIMERGUGH, JR.
GORDON K. MOWELL
HALRON W. TURNER
FRANK WOODSON
GAVIO MICHAEL HUDGINS*
BRAKTON COUNTS III

MAILING ADDRESS P. O. DRAWER 1388 CHATOM, AL. 36518 TELEPHONE (205) 847-2237 FAX (205) 847-3115

July 19, 1988

Mr. Don Harper First Alabama Bank, Trust Department P. O. Drawer 2527 Mobile, AL 36622

RE: Utility Easement for Electrical Service to WCCJ, Inc.

Dear Mr. Harper:

Enclosed please find the easement form used by the Clarke-Washington Electric Membership Corporation to obtain the Right-of-Way necessary for the construction of the utility easement we discussed previously for WCCJ, Inc. I understand that the trees which must be taken down have been marked and a check is enclosed herewith in the amount of Six Hundred Thirty & no/lo0 (\$630.00) Dollars in compensation for the timber damages involved.

One final comment, although Exhibit "B" appears to indicate that the last link of the transmission line goes outside of the Right-of-Way, the second to the last pole has been moved Southward in order to keep the line within the Right-of-Way and, in any event, no more trees will be cut then those which are marked.

Should you have any questions, please feel free to contact me at your convenience.

Yours very truly,

David Michael Huggins For the Firm

DMH: awg

Enclosures.

EXHIBIT T WCCJ-FM BENCHMARK COM. GORP. CHATOM, ALABAMA AUG. 8, 1988

•	ERVICE FOR: WCCJ. Inc.	
Alabama, as Trustee of the Marth	That the undersigned <u>FITSU Alabama Bank of M</u> obita Annie called the grantor, whether one or more), do (es) hereby	Le
r .	TEMBERSHIP CORPORATION, its successors or assigns, the	
right to enter upon the lands of the grantor, situated	in the county of Washington	
State of Alabama, and more particularly described	i al follows:	
SECTION 18		
TOWNSHIP 16 North		
RANGE 2 West		
width, being fifteen (15 described in the survey December 17, 1987 and at a part hereof for all pu electrical utility line	ly and Easement thirty (30) feet in (30) feet on each side of the centerline of Robert F. Schell, PE/PLS dated trached hereto as Exhibit "A" and made trooses for the placement of an and utility poles as depicted on the eto and made a part hereof for all	
		3,
And place, construct, overste, repair, maints	ain, relocate and replace thereon and in or upon all streets,	1
1	ansmission or distribution line or system, and to cut and	i
	fangerous trees that are tall enough to strike the wires in	
rom Grantör which consent shall	lo so permission and consent must be ob- not be unreasonably withheld hat at pole locations, only a single pole and appurtenances	ta
will be used, and that the location of the poles will i	be such as to interfere the least possible to farm operations	
provided it does not materially increase the cost of o	construction	,
The grantor covenants that the grantor is	the owner of the above described lands and that said lands	
are free and clear of all encumbrances and liens exc	ept	
WITNESS the hand (s) and seal (s) of the grantor th	is the day of	
WITNESSES:	FIRST ALABAMA BANK, As Trustee of the Martha Annie Jordan Income. Trust	

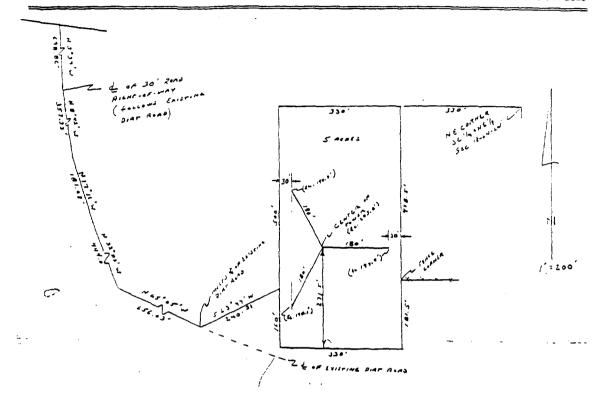
EXHIBIT V WCCU-FM BENCHMARK COM. CORP. CHATOM, ALABAMA AUG. 3, 1988

ROBERT F. SCHELL, Engineer, Land Surveyor

P. O. Box 156 CHATOM, ALABAMA 36518

EXHIBIT "A"

Ala. Reg. No. 5548 Phone 847-2822



CHATCM RADIO TOWER

The Why of NEW of SEW of NEW of Section 18, Township 6 North, Range 2 West, Washington County, Alabama.

Also a right-of-way and easement 30 feet in width being 15 feet on each side of a centerline described as follows: Beginning 160 feet North of the SW corner of the Wh of NEh of SEh of NEh of Section 18, Township 6 North, Range 2 West; thence run South 63°49' West for 240.31 feet; thence North 65°05' West for 656.03 feet; thence North 22°02' West for 444.00 feet; thence North 17°16' West for 181.08 feet; thence North 08°42' West for 357.33 feet; thence North 03°39' West for 698.86 feet to a county road and the point of ending. Said right-of-way being in the NEh of Section 18, Township 6 North, Range 2 West, Washington County, Alabama, and said right-of-way following the center line of the existing dirt road.

December 17, 1987

Robert F. Schell PE/PLS

EKHIBIT "B"

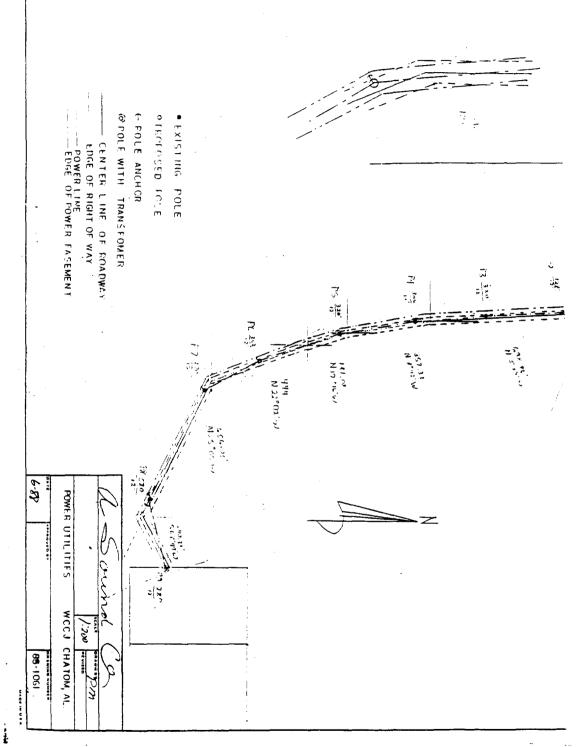


EXHIBIT V WCCU-FM BENCHMARK COM. CORP. CHATOM, ALABAMA AUG. 8, 1988

TURNER, ONDERDONE & KIMBROUGH, P. A.

LAWYERS

DO DENTRAL AVENUE

CHATOM, ALABAMA

MAILING ADDRESS P. Q. DRAWER - 385 CHATOM, AL. 385 & TELEPHONE - 205, 847-2237 FAX (205) 847-31-5

COMARD P TURNER, UP A MIGHAEL DINDERDONN M A KIMBROUGH, UP A GORDON M FORMER FRANK MOGOSON DAVIO MICHAEL HUGGINS*
BRANTON COUNTS II **
COMITTO NA AABAMAE M SS 35 *

July 27, 1988

Mr. Pete Meyers P. O. Box 177 Chatom, Alabama 36518

Dear Mr. Meyers:

Enclosed is the utility line easement which is ready for mailing to Mr. Harper along with my cover letter as soon as you have attached your check in the amount of \$630.00. If you have any questions, please feel free to contact me.

With best regards, I am,

Sincerely yours,

David Michael Huggins For the Firm

DMH:bett

Enc.

ATTACHMENT I

Before the

FEDERAL COMMUNICATIONS COMMISSION

Washington. D.C.

Construction Permit
)
Extension for FM Radio
)
WCCJ, Chatom, Alabama
)
and Benchmark Comm. Corp.)

* :

,

Refer file number

BM PH 880325JC

Pleading for WCCJ
Chatom, Alabama

And

Benchmark Comm. Corp.

Permittee

Pursuant to F.C.C. Rules, WCCJ, Chatom, Alabama and Benchmark Comm. Corp. hereby enters this pleading before the Commission for Renewal and Extension of WCCJ's Construction Permit.

In summary, WCCJ's construction permit was placed on an indefinite hold by the allocations branch pending action of a requested up-grade of WCCJ's status from Class A to Class C2. In November of 1987, the Aural Services branch however, issued a new construction permit for a period of six months ordering WCCJ to construct its existing authorization. In compliance, Benchmark set out to construct the facility only to find that the previous holder of the C.P., June Fuss had never secured their proposed transmitter site.

Benchmark immediately entered into negotiations with

the trust that held the property and reached a tentative agreement by mid January, 1988 to lease the land to WCCJ.

The actual lease was not signed by both parties until March

1, 1988, however some construction was begun in February.

During this period several events failed to occur further delaying construction. A twelve by sixty foot mobile home that was to be used to house the station was not delivered and a tower that was to be used was found not to be as descibed by the seller and was not accepted. Benchmark immediately took steps to replace both of these items, however the construction permit expired on April 6, 1988. Benchmark filed a request with the Commission to extend the construction permit to June 1, 1988.

A second smaller trailer was brought to the site in early May, 1988, and preparation for a different tower was begun. By the end of May, it was becoming obvious that the tower would not be delivered on time and that problems with right-of-way for the electric power would cause Benchmark to miss its proposed June 1 target. Thus Benchmark requested the Commission grant an additional 30 days.

The F.C.C. did grant a six month extension to WCCJ on June 1, 1988 however, ten days later the F.C.C. rescinded the extension in response to a 'Petition To Deny' filed by Alabama Native American who is a party to WCCJ's et al request for up-grade. Although Alabama's Petition was filed in a timely manner, the F.C.C. stated that it was overlooked at the time of WCCJ's renewal.

Likewise, the opy of Alabama's Petitic was forwarded by first class mail to Benchmark's Miami, Florida office in a timely manner. There was no one there to respond to it in a timely manner. Since the F.C.C. proceeded to extend WCCJ's C.P., it was assumed by Benchmark that Alabama's Petition had be rejected by the Commission and Benchmark took no further action as was explain in Benchmark's request for waiver and Response to Petition filed in July, 1988.

Alabama's Petition alleged that Benchmark had failed to perform certain construction at its transmitter site and attemped to deceive the Commission in Benchmark's filing in March. Benchmark has freely admitted that the work described was not completed although at the first of March. Benchmark believed that the work would have reached that point by the actual filing on or about the 15th of March. Benchmark never attempted to deceive the Commission as was demonstrated by the filing of its "Ammended" application filed in May and again in the Response To Petition' and again in its reponse to interrogatories from the Commission. Further, Benchmark has pointed out to the Commission that Alabama's Petition was inappropriate because Alabama is mutually exclusive only to WCCJ's up-grade request and not to an extension to WCCJ's current authorization. As currently authorized operation of WCCJ would not prevent an additional frequency drop-in at Atmore, Alabama as requested by Alabama.

Although Benchmark has halted further major construction of WCCJ pending F.C.C. actions, it has maintained an office

in Chatom at the Imberland Motel, has a Post Office Box number 177, has applied for telephone service from the Milry Telephone Company for telephone number 847-9225 (847-WCCJ), and has an active bank account with First Community Bank in Chatom. WCCJ has maintained a fulltime employee since May and has made arrangements with additional persons to fill positions once construction is resumed.

WCCJ has on hand all of the equipment needed to commence operations. This equipment is located at the transmitter site, the Timberland Motel office, or in one of two warehouses leased by Benchmark and can be on the site within six to ten days.

Benchmark believes all construction can be completed within ninety days after an extension for construction permit is issued.

Benchmark believes it has demonstated an abundance of proof of its sincerity to complete construction of WCCJ and to place it into operation as first service to Chatom and Washington County, Alabama.

Benchmark believes the aforesaid statements to be accurate and true to the best of its knowledge this twentyth day of December, 1988.

John Raymond Meyers Pres. and Director Benchmark Communications Corp.

permittee of WCCJ Chatom, Alabama

A copy of this Pleading has been sent to the following by first class mail:

> Mr. Dale Gehman Alabama Native American c/o WASG 1210 S. Main Street Atmore, Alabama 36502

Dec. 20, 1988

John Raymond Meyers Pres. and Dir. Benchmark Comm. Corp.

Permittee of WCCJ, Chatom,

Alabama

LEIBOWITZ & SPENCER

A Partnership of Professional Corporations

MATTHEW L. LEIBOWITZ, P.A.
JOHN M. SPENCER, P.C. *
JOSEPH A. BELISLE
K. PATRICK MEEHAN
OF COUNSEL
SANFORD L. BOHRER
SID DAVIDOFF *
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Suite 501 3050 Biscayne Boulevard Miami, Florida 33137 (305) 576-7973

Telecopier (305) 576-7980

Suite 500 1000 Connecticut Avenue, N. W. Washington, D.C. 20036 (202) 293 - 4093

Telecopier (202) 872-0604

- NOT ADMITTED TO

April 17, 1989

RECEIVED

APR 1 8 1989

Federal Communications Commission

Office of the Secretary

Mr. Larry D. Eads Chief, Audio Services Division Mass Media Bureau Federal Communications Commission Washington, D.C. 20554

Re: Benchmark Communications Corporation WCCJ(FM), Chatom, Alabama File No. BMPH-880325JC

Our File No. 511

Dear Mr. Eads:

On March 2, 1989 Benchmark Communications Corporation requested reconsideration of staff action denying its application to extend the construction permit for new FM station WCCJ, Chatom, Alabama (File No. BMPH-880325JC). Benchmark now wishes to supplement its petition with photographs depicting some of the construction described in its petition.

One factor which apparently led to the staff's action was statements by R. Dale Gehman that he was unable to find evidence of the tower foundation Benchmark had constructed before its permit expired. (It is understandably difficult to imagine how so substantial a structure could have been overlooked if in fact it existed.)

The answer, as Benchmark has explained on several occasions, is that the foundation is not capped with a conventional above-ground pier, but lies at grade level. Thus when Mr. Gehman looked for it, it was hidden by weeds that had grown over it in the three months since it had been poured.

Photographs show this much more clearly than words. Photo #1 shows the site, with the location of the foundation just below the arrow. Notice the dense groundcover.

Photo #2 is a close-up of the foundation itself, with the dried weeds pulled away. It should be apparent that such growth would have hidden the foundation from discovery.

Mr. Larry D. Eads April 17, 1989 Page 2

Photo #3 shows the tower base plate that would be installed on the top of the foundation as the first step of tower erection. As previously described, the construction date can be seen scratched into the top of the foundation concrete.

Photo #4 shows the equipment trailer, which was delivered to the site on May 16, 1988.

Finally, Photos #5 and #6 show the unimproved condition of the road leading through the forest to the WCCJ site. Examination of them should clarify why Benchmark initially believed reports that the original trailer supplier was unable to deliver the 12'x60' trailer to the site.

Benchmark hopes these photographs help the staff better understand its construction efforts. In order to have a full opportunity to clarify any remaining questions the staff may have, Benchmark requests a face-to-face meeting with you and other appropriate staff personnel at the earliest possible time. Please advise undersigned counsel when such a meeting would be convenient, so the necessary travel arrangements can be made.

Thank you in advance for your consideration.

Respectfully submitted,

John M. Spencer Counsel for

Benchmark Communications

Corporation

JMS:hs

Encl. (6)



PHOTO #1 - WCCJ Site Overview

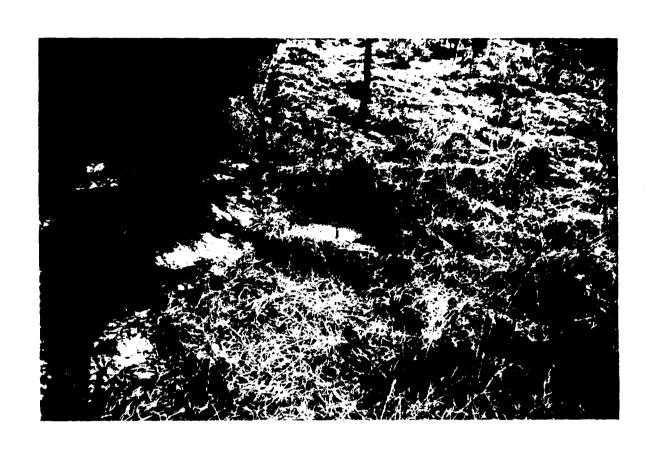


PHOTO #2 - Foundation and Groundcover



PHOTO #3 - Foundation and Tower Base Plate